



CJ-11-8196  
Parrish

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

JOSEPH RAY SMITH, individually,

Plaintiff,

v.

LIBERTY MUTUAL,  
LIBERTY MUTUAL INSURANCE,  
LIBERTY MUTUAL FIRE INSURANCE  
COMPANY,

Defendants.

**CJ -2011-8196**

Case No.:

FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

OCT 28 2011

PATRICIA PRESLEY, COURT CLERK  
by                      DEPUTY

**PETITION**

COMES NOW the Plaintiff, **Joseph Ray Smith**, and for his cause of action against Defendant, **Liberty Mutual, Liberty Mutual Insurance, and Liberty Mutual Fire Insurance Company** (hereinafter collectively referred to as "Defendants") hereby alleges and states as follows:

1. That Plaintiff Joseph Ray Smith is a resident of Oklahoma County, State of Oklahoma.
2. That Defendant Liberty Mutual is incorporated under the laws of the State of Massachusetts and is licensed to and does conduct business in the State of Oklahoma.
3. Due to their association and organization, Defendants are each liable for the actions of the others and/or their affiliated companies.
4. The events which give rise to the suit occurred in Oklahoma County, Oklahoma.
5. Venue is proper under 12 O.S. §§ 137, 187.
6. On or about November 19, 2010, in Oklahoma County, Oklahoma, Joseph Ray Smith was injured in an automobile accident.



7. As a result of the impact, Plaintiff suffered bodily injuries, pain and suffering and other personal injuries.

8. At the time of the accident, Plaintiff was insured for uninsured/underinsured motorist coverage under a policy of insurance written by Defendant.

9. As an insured, Plaintiff is entitled to timely payment of policy benefits including, but not limited to, uninsured/underinsured motorist coverage.

10. Defendants have failed to make timely payment of uninsured/underinsured motorist coverage and as such, have breached the contract of insurance.

11. Defendants have a duty to deal fairly and in good faith with Plaintiff.

12. Defendants unreasonably failed to deal fairly with their own insured breaching their duty to deal fairly and in good faith by failing to timely, properly, fully, and reasonably investigate the facts of the accident and reasonably evaluate and pay Plaintiff's claim.

13. As a result of Defendants' failure to deal fairly and in good faith with Plaintiff, Plaintiff suffered damages, including, but not limited to mental anguish and emotional distress.

14. The actions of Defendants during the handling of Plaintiff's claim demonstrate they intentionally, and with malice, breached their duty to deal fairly and in good faith. The actions of Defendants were intentional, malicious and consistent with an overall collective corporate goal of increasing profits through the systematic reduction or avoidance of claims. Plaintiff therefore, seeks punitive damages.

**WHEREFORE**, Plaintiff prays for judgment against the Defendant in an amount potentially in excess of \$75,000.00 for compensatory damages and punitive damages, together with attorney's fees, costs of this action, interest, and for such other relief as the court may deem just and proper.

**ATTORNEYS' LIEN CLAIMED**

Respectfully Submitted,

**HOMSEY, COOPER, HILL & CARSON**

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**ATTORNEY FOR PLAINTIFF**